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2920 E. X Street LaPorte, Texas 77571 ph: 281-842-RENT fax: 281-842-7369

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10164

### **EQUIPMENT DESCRIPTION**

25 grd Vae Boy Unit Number: 1/8-25/-7

| _ | START DATE | STORDATE |
|---|------------|----------|
|   | 1-21-10    |          |

| - VP   | 0361                                   |  | 101   | 10   |   |
|--|--|--|---|--|---|
|  |  | OUSTOMER INFOR   | MATION  |  |   |
| CES  |  | 1-21-10  | PO Number:  |  |   |
| Custom   | ner                                    | Date Needed  |   | CES - HO   | . dos                                       |
| Jennie   | 1 By                                   | 1-21-10<br>Date  | Location Used:  | CES - MC   | USTER                                       |
| CARLES CONTRACTOR  |  | ACCESSORIES AND GO   | INSUMABLES  |  |   |
| tem Description  |  |  | Sales Order No.   | Number Unit  | Cost Total                                  |
|  | Rental                                 |  |   |  |   |
|  | 11 11 11 11 11 11 11 11 11 11 11 11 11 |  |   |  |   |
| 25 yd vac  | BOI                                    |  |   |  |   |
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|  |  |  |   |  |   |
| Delivery / Pick up   |  | ☐ Delivery ☐ Respot  |   |  |   |
| Start Time   |  | Pickup Haul  |   |  |   |
| Start Time   | End Time                               |  |   |  |   |
| Start Time   | End Time                               | - сри  |   |  |   |
| Oriver   | Unit Numb                              | per  |   |  |   |
|  | JOB SITE / SH                          | IP TO  |   | OTED DAMAGES   |   |
|  | DOD GITE / GIT                         |  |   |  | ·   |
|  |  |  | Start on re-<br>Per: Jenn   | W W L.E  | . 3. 1-LI-                                  |
|  |  |  | Her: Jenn   | fer Rust s   | sentily.                                    |
|  |  |  | email   |  | /   |
| •  |  |  | - Seriman   |  |   |
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|  |  |  |   |  |   |
|  |  |  |   |  |   |
|  |  |  |   | GULATORY FORM  |   |
| Contact  |  |  |   | all DRS / regulatory pa<br>esult in additional char  |   |
|  |  |  | DOT Cab Card  | esuit in additional char   | \$ 25.0                                     |
| Phone  |  |  | IFTA License  |  | \$ 10.0                                     |
|  |  |  | Our Vehicle Insurance   | Card   | \$ 5.0                                      |
| Type of Application / P  | roduct                                 |  | Proof of DOT Inspection   |  | \$ 25.0                                     |
|  |  |  | Emergency Contact In  |  | \$ 5.0                                      |
| NOTES  |  |  | Tank Certification, (if a<br>Entire Contents of Bind  | Ashronia and a second  | \$ 10.0<br>\$ 100.0                         |
| ACCEPTAGE AND ADDRESS OF THE ACCEPTAGE AND AD |  |  |   | kept in a binder and is  |   |
|  |  | THE PARTY OF THE P | MEN   |  |   |
| lours exceeding above usage  | will be billed at an 10% per           | hour of the daily rental rate. These rates do  |   | ansporation, cleaning or disp  | osal charges.                               |
| equipment must be returned f   | ull of fuel. Fuel replacemen           | t charges billed \$5.00 per gallon if not returne<br>ed will be charged at listed rates. Equipment   | d full of fuel. Equipment must be represented in a condition that prohibit  | eturned in a condition to be a   | ented to the next<br>customer will remain o |
| ent until condition is remedie   | d. Equipment that is return            | ned in a condition that prohibits us from renting  | to another customer can be remed  | ied by the the rental custom   | er or Dynamic at the                        |
| ublished rates included with   | this document.                         | THE STATE OF THE S | AOKNOWIEDGEMENTS  | Variable Control   |   |
| This rental equipment is   | accepted in perfect con-               | dition except where noted. It is my respon   | AND RESIDENCE OF THE PROPERTY | Managed and programmer and programme | perators may use th                         |
|  |  | equipment. Only properly licensed dr   | ivers may drive the vehicle.  |  |   |
|  | Equipment Released to                  |  | Ec  | uipment Returned by::  |   |
|  |  | 1-21-10  |   |  |   |
| Pring Name   | Sign                                   | nature Date  | Print Name  | Signature  | Date  |
| / Arthous  | Briga                                  | 1-21-10  |   |  |   |
| Dynamic Partal   | Systems LLC                            | Date   | Dunamic Re  | ntal Systems, LLC  | Date  |
| Dynamic Rental   | Systems, LLC                           | Date   | Dynamic Re  | ital Systems, LLC  | Date  |

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9889

#### **EQUIPMENT DESCRIPTION**

Unit Number: VB-25141

AC BOX

| 12-8-0°         |                            | MATION   | HER POR  | MATERIAL PROPERTY.   |  |   |
|-----------------|----------------------------|--|--|--|--|---|
| . Date Need     | ^                          |  | and the Color  |  |  |   |
| . Date Need     | 7                          | PO Nu  | mber:  |  |  |   |
| 12-2-09         | ded                        |  |  | CES Y  | 01-110   | ,,  |
| Date            |                            | Location   | Used:  | CL3 9  | ea - Hoi   | <u>,                                     </u> |
| (Acidessio      | SIESVANDROG                | NSUMABLES  | die est  |  |  | 33.45   |
|                 | AMARINAN MINISTER MINISTER | Sales Or   |  | Number   | Unit Cost  | Total   |
|                 |                            |  |  | 7763/  |  |   |
|                 |                            |  |  | 1111   |  |   |
|                 |                            |  |  |  |  |   |
|                 |                            |  |  |  |  |   |
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| Dor             |                            |  |  |  |  |   |
|                 |                            |  | 11   |  |  |   |
| <b>—</b> гискир | G Haui                     |  |  |  |  |   |
| CPU             |                            |  |  |  |  |   |
| 0, 1            |                            |  | 11 11  |  |  |   |
|                 |                            | -  | -  | I FANING CHA   | RGES   |   |
|                 |                            |  |  |  |  |   |
|                 |                            | Interior   | _  | +  |  | \$ 75.0                                       |
|                 |                            |  | h  |  |  | \$ 150.0                                      |
|                 |                            | Heavy duty c   | eaning   |  | Cos  | st plus 20%                                   |
|                 |                            | Tank wash  | and dispo  | osal   |  | st plus 20%                                   |
|                 |                            | Hydroblastir   |  |  | THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAM | st plus 20%                                   |
|                 |                            |  |  |  |  |   |
|                 |                            |  |  |  |  |   |
|                 |                            |  |  | TOSAK IIT AGGILIO  | iai onargos ano  | \$ 25.0                                       |
|                 |                            |  | -  |  |  | \$ 10.0                                       |
|                 |                            | The same of the sa |  | ce Card  |  | \$ 5.0  |
|                 |                            |  |  |  |  | \$ 25.0                                       |
|                 |                            |  |  |  |  | \$ 5.0<br>\$ 10.0                             |
|                 |                            |  |  |  | r  | \$ 100.0                                      |
|                 |                            | THE RESERVE THE PARTY OF THE PA |  |  | The second of th |   |
|                 | NTALKAGREE                 | MENTER   | Contract of the last   |  |  |   |
|                 | O Delivery O Pickup CP4    | CP4  | Delivery Respot Pickup Haul  CPU  These rates returned to the responsible to the responsible to the returned to the responsible | Delivery Respot Pickup Haul  CPU  These rates will be concern the equal to the equal to the concern the equal to the e | Delivery   Respot   Pickup   Haul   CPU  | Delivery   Respot   Pickup   Haul   CPU       |

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9610

| /AC Box | West of the Party of the Control of |
|---------|---|
|         | 11-6-09   |

|                               |                 |  | 1-6-                                 | 09                                      |  |                           |
|-------------------------------|-----------------|--|--------------------------------------|---|--|---------------------------|
|                               | CUSTOMERUNEOR   | MATION   |                                      |   | <b>企业</b> 。  | 建物。                       |
| CES                           | 11-6-09         | PO Nu  | mber:                                |   |  |                           |
| LEDAE V                       | Date Needed     | Locatio  | used:                                | LSU,                                    | LA.  |                           |
| Ordered By                    | Date            |  |                                      |   | Acres a company  | CAR OF THE PLANE OF THE R |
|                               | A CONTROL STATE | The state of the s | Name and Address of the Owner, where |   |  |                           |
| tem Description               |                 | Sales O  | der No.                              | Number                                  | Unit Cost  | Total                     |
| 76 (12 )/44 2                 |                 | +  |                                      | 4096                                    | -  |                           |
| 25 yd VAC Box                 |                 |  |                                      |   |  |                           |
|                               |                 | -  |                                      |   | <del> </del>   | -                         |
| <del></del>                   |                 |  |                                      |   |  |                           |
|                               |                 |  |                                      |   |  |                           |
|                               |                 |  |                                      |   |  |                           |
|                               |                 |  |                                      |   |  |                           |
|                               |                 |  |                                      |   |  |                           |
| Delivery / Pick up EES        |                 |  |                                      |   |  |                           |
| Start Time 0700 End Time      | Delivery Respot |  |                                      |   |  |                           |
| Start Time End Time           | □ Pickup □ Haul |  |                                      |   |  |                           |
| Start Time End Time           |                 |  |                                      |   |  |                           |
| Driver Unit Number            |                 |  |                                      |   |  |                           |
| كالطائلة الكاريات والكمايات   |                 |  |                                      | CLEANING CHA                            | ADCES  |                           |
| JOB SITE / SHIP               | 10              | +  |                                      | CLEANING CH                             | ARGES  |                           |
|                               |                 |  |                                      | charged if the rer<br>quipment to "read |  |                           |
|                               |                 | Interior   |                                      |   |  | \$ 75.0                   |
|                               |                 | Exterior wa  | sh ·                                 |   |  | \$ 150.0                  |
|                               |                 | Heavy duty   |                                      |   | Co   | st plus 209               |
|                               |                 | Tank wash  | and disp                             | oosal                                   |  | st plus 20°               |
|                               |                 | Hydroblast   |                                      |   |  | st plus 20°               |
|                               |                 |  | the same of the later of             | REGULATORY                              | THE PROPERTY OF THE PARTY OF TH |                           |
| Contact                       |                 | Lessee I   | nust retu                            | rn all DRS / regul                      | atory paperwor   | own below:                |
| Jenney                        |                 | DOT Cab (  |                                      | in result in addition                   | na charges so  | \$ 25.0                   |
| Phone                         |                 | IFTA Licen   |                                      |   |  | \$ 10.0                   |
|                               |                 | Our Vehicle  | Insurar                              | nce Card                                |  | \$ 5.0                    |
| Type of Application / Product |                 | Proof of DO  | ARCHITECTURE AND ARCHITECTURE        |   |  | \$ 25.0                   |
|                               |                 |  |                                      | t Information                           |  | \$ 5.0<br>\$ 10.0         |
|                               |                 |  |                                      | (if applicable)<br>Binder and Bind      | er   | \$ 100.0                  |
| NOTES                         |                 |  |                                      |   |  |                           |
| NOTES                         |                 | ***This I  | nformatio                            | in is kept in a bind                    | ler and is in eac  | h truck.***               |
| NOTES                         |                 | ***This I  | nformatic                            | n is kept in a bind                     | ler and is in eac  | h truck.***               |

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9475

| GOIL WELL DESCRIPTION | OC/1/1 A |
|-----------------------|----------|
|                       |          |
|                       |          |

|    | S.W | View. | 2) \ ( = 1 | MW. | 883 | 0     | YANG |  |
|----|-----|-------|------------|-----|-----|-------|------|--|
| 10 | -2  | 0-    | 09         |     |     | 7,480 |      |  |

|                           |              | The Market State of S | OMERINFOR   | MATION   |  |  | PER MININ   |
|---------------------------|--------------|--|-------------|--|--|--|---|
| CES                       |              | 10/00  | 109         | PO Number:   |  |  |   |
| Cu                        | stomer       | Date Need  | ded         | Location Used:   |  |  |   |
|                           | ered By      | Date   |             |  |  |  |   |
| CONTRACTOR AND            |              | Accesso  | RIESIAND/CO | NSUMABLES  | PARTER AND   | 44 mill (1996)   |   |
| tem Description           |              |  |             | Sales Order No.  | Number   | Unit Cost  | Total   |
|                           |              |  |             |  |  |  |   |
| 121501 6                  | erm -        | ( Common )   |             |  |  |  |   |
| 48 Brackets               |              |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
| elivery / Pick up         | CES          |  |             |  |  | NI   |   |
| Start Time                | End Time     | ☐ Delivery   | Respot      |  |  |  |   |
| Start Time                | End Time     | ☐ Pickup   | ☐ Haul      |  |  |  |   |
| Start Time                | End Time     |  |             |  |  |  |   |
|                           |              |  |             |  |  |  |   |
| Oriver                    | Unit Nur     | nber   |             |  |  |  |   |
|                           | JOB SITE / S | HIP TO   |             | C  | LEANING CHA  | RGES   |   |
|                           |              |  |             | These rates will be c  | harged if the renta<br>uipment to "ready   |  |   |
|                           |              |  |             | The second secon | and the same of th |  |   |
|                           |              |  |             | Interior   |  |  | \$ 75.0   |
|                           |              |  |             | Interior Exterior wash   |  |  | \$ 150.0  |
|                           |              | -  |             | Exterior wash Heavy duty cleaning  |  |  | \$ 150.0<br>st plus 20  |
|                           |              |  |             | Exterior wash Heavy duty cleaning Tank wash and dispo  | osal   | Cos  | \$ 150.0<br>st plus 20<br>st plus 20  |
| •                         |              |  |             | Exterior wash Heavy duty cleaning Tank wash and dispo  |  | Cos  | \$ 150.0<br>st plus 20<br>st plus 20  |
| •                         |              |  |             | Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *R   | EGULATORY F  | Cos<br>Cos<br>ORMS                                     | \$ 150.0<br>st plus 20<br>st plus 20<br>st plus 20  |
| Contact                   |              |  |             | Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *R Lessee must return  | EGULATORY F  | Cos<br>Cos<br>ORMS<br>ory paperwork                    |   |
| Contact                   |              |  |             | Exterior wash Heavy duty cleaning Tank wash and disport Hydroblasting *R Lessee must return Failure to do so will  | EGULATORY F  | Cos<br>Cos<br>ORMS<br>ory paperwork                    | \$ 150.0<br>st plus 20<br>st plus 20<br>st plus 20<br>at return.  |
| Contact                   |              |  |             | Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *R Lessee must return Failure to do so will DOT Cab Card   | EGULATORY F  | Cos<br>Cos<br>ORMS<br>ory paperwork                    | \$ 150.0<br>st plus 20<br>st plus 20<br>st plus 20<br>at return.<br>wn below<br>\$ 25.0   |
|                           |              |  |             | Exterior wash Heavy duty cleaning Tank wash and disport Hydroblasting *R Lessee must return Failure to do so will  | EGULATORY F<br>all DRS / regulat<br>result in additiona  | Cos<br>Cos<br>ORMS<br>ory paperwork                    | \$ 150.0<br>st plus 20<br>st plus 20<br>st plus 20<br>at return.<br>wm below<br>\$ 25.0<br>\$ 10.0  |
|                           | / Product    |  |             | Exterior wash Heavy duty cleaning Tank wash and disponent of the control of the c | EGULATORY F<br>n all DRS / regulat<br>result in additional<br>ce Card<br>tion  | Cos<br>Cos<br>ORMS<br>ory paperwork                    | \$ 150.0 st plus 20 st plus 20 st plus 20 at return. who below \$ 25.0 \$ 10.0 \$ 5.0 \$ 25.0   |
| Phone                     | / Product    |  |             | Exterior wash Heavy duty cleaning Tank wash and dispondent of the second | EGULATORY F<br>n all DRS / regulat<br>l result in additiona<br>ce Card<br>tion<br>Information  | Cos<br>Cos<br>ORMS<br>ory paperwork                    | \$ 150.0 st plus 20 st plus 20 st plus 20 at return. who below \$ 25.0 \$ 10.0 \$ 5.0 \$ |
| Phone Type of Application | / Product    |  |             | Exterior wash Heavy duty cleaning Tank wash and disponded in the second  | EGULATORY For all DRS / regulated result in additional ce Card tion Information (applicable)   | Cos<br>Cos<br>ORMS<br>ory paperwork<br>al charges sho  | \$ 150.0 st plus 20 st plus 25.0 st plus 25.   |
| Phone                     | / Product    |  |             | Exterior wash Heavy duty cleaning Tank wash and dispondent of the second | ce Card tion Information f applicable) inder and Binder  | Cos<br>Cos<br>CORMS<br>ory paperwork<br>al charges sho | \$ 150.0 st plus 20 st plus 25.0 st plus 25.   |

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10074

### **EQUIPMENT DESCRIPTION**

Frac TANK

STORDATE START DATE

| Unit Number: FT-506  |  | /-/  | 3-10   |  |                   |
|--|--|--|--|--|-------------------|
| A FE   | CUSTOMERINFO   | RMATION  |  |  |                   |
| CES  | 1-13-10  | PO Number:   |  |  |                   |
| ennie /-   | Date Needed  | Location Used  | CES  | Griggs A   | ld.               |
| Ordered By   | Date   |  |  | 110  |                   |
| tem Description  | GCESSORIES AND C   | Sales Order N  |  | Unit Cost  | Total             |
|  |  | Sales Order I  |  | Unit Cost  | Total             |
| RENTAL   | •  |  | FTUL-506   |  |                   |
| 500 BBL Frac TANK  |  | ***********  | <del></del>  |  |                   |
| DECONSE, FIRE THAN   |  |  |  |  |                   |
|  |  |  |  |  |                   |
|  |  |  |  |  |                   |
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| elivery / Pick up  | Delivery Respot  |  |  |  |                   |
| chart time End Hine  | Pickup  Haul   |  |  |  |                   |
| Start Time End TimeStart Time End Time   | 001  |  |  |  |                   |
|  | CPU  |  |  |  |                   |
| Oriver Unit Number   | 2  |  |  |  |                   |
| JOB SITE / SHIP TO   |  |  | NOTED DAMA   | GES  |                   |
|  |  | Frac   |  |  |                   |
|  |  |  |  |  |                   |
|  |  |  | 1  |  |                   |
| •  |  |  |  |  |                   |
|  |  |  |  | -  | 3                 |
|  |  |  |  |  | _                 |
|  |  |  |  |  |                   |
|  |  | Tanan mint s   | *REGULATORY I  | The second secon | at ratura         |
| Contact  |  |  | will result in addition  |  |                   |
| Jennie   |  | DOT Cab Card   |  |  | \$ 25.0           |
| Phone HI2 RDD WALK   |  | IFTA License   |  |  | \$ 10.0           |
| 743-800-7907   |  | Our Vehicle Insu   |  |  | \$ 5.0<br>\$ 25.0 |
| Type of Application / Product  |  | Proof of DOT Ins   | A STATE OF THE PARTY OF T |  | \$ 5.0            |
| Waste Water Deschage   |  | Tank Certification   |  |  | \$ 10.0           |
| NOTES  |  |  | of Binder and Binde  |  | \$ 100.0          |
|  |  | THE RESERVE OF THE PARTY OF THE | tion is kept in a binde  | r and is in each   | truck.***         |
| ours exceeding above usage will be billed at an 10% per hour of the dail   | PERENTAL AGREE   |  | fuel transporation clean   | ng or disposal charg   | es.               |
| quipment must be returned full of fuel. Fuel replacement charges billed  | \$5.00 per gallon if not return                                  | ed full of fuel. Equipment me  | ust be returned in a conditi   | on to be rented to t   | he next           |
| istomer. Equipment / accessories not returned or ruined will be charge<br>ant until condition is remedied. Equipment that is returned in a condition | ed at listed rates. Equipment<br>n that prohibits us from rentin | g to another customer can b  | e remedied by the the rent   | al customer or Dyna  | omic at the       |
| ublished rates included with this document.  | (150%) प्राप्त है है (150%)                                      | AGKNOWLEDGEME  | NT.  |  |                   |
| This rental equipment is accepted in perfect condition except w  | where noted. It is my respo                                      | nsibility to return in the sa  | me condition. Only aut   | horized operators  | may use th        |
| Quipment Releases to:  | Only properly licensed dr  | ivers may drive the vehice   | le.<br>Equipment Returne   | d by::   |                   |
| Ta or 11 1/2!  | 1-13-10  |  | -default receive   |  |                   |
| Print/Name Signature   |  | Dalas Ma   | els.   | nature -   | Date              |
|  | Date   | Print Name   | Sign   | iu.di v  | Date              |
| Crithon Beauty 9-13-   |  |  |  |  |                   |
| Dynamic Rental Systems LLC Da  | ate  | Dynan  | nic Rental Systems, L  | LC   | Date              |

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11061

# **EQUIPMENT RENTAL CONTRACT**

**EQUIPMENT DESCRIPTION** 

STARTIDATE

| Unit Number:   |  | 11-2  | 5-09   |                              |                           |
|--|--|---|--|------------------------------|---------------------------|
| CES  | CUSTOMER INFORM  |   | * *********  | AND THE STATE OF             | e Brain                   |
| Eastmer / J  | Date Needed - 09   | PO Number:  | 010  | \ -11                        | 7.                        |
| Ordered By   | 11-25-09<br>Date   | Location Used:                                    | 104 F  | trethun                      | TX                        |
|  | CCESSORIES AND COM   | SUMABLES  |  | ficing the second            | Salar Salar               |
| tem Description  |  | Sales Order No.                                   | Number   | Unit Cost                    | Total                     |
|  |  |   |  |                              |                           |
|  | 1  |   |  |                              |                           |
| SOU 1936 MAC   | - lank   |   | -  |                              |                           |
| 0156.1   |  |   |  |                              |                           |
| Thereac  |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  | Delivery 🗓 Respot  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  | D  |   | 1  |                              |                           |
| 2007   |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
| JOB SITE / SHIP TO   |  | 1   | NOTED DAMAG  | ES                           |                           |
|  |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  |  |   |  |                              | Hiters) - D               |
|  |  |   |  |                              |                           |
|  |  |   |  |                              |                           |
|  |  | *RE   | GULATORY F   | ORMS                         |                           |
| Contact  |  | Lessee must return                                |  |                              |                           |
|  |  | Failure to do so will                             | result in additiona  | l charges show               |                           |
| Phone  |  | DOT Cab Card IFTA License                         | -  | 9                            |                           |
| ontact   |  | Our Vehicle Insurance                             | e Card   |                              | 5.0                       |
|  |  | Proof of DOT Inspect                              |  | \$                           |                           |
|  |  | Emergency Contact II  Tank Certification, (if     |  | 9                            |                           |
| NOTES  |  | Entire Contents of Bir                            |  |                              |                           |
|  |  | ***This information                               | the state of the s | and is in each tr            | The state of the specimen |
|  | RENTAL AGREEN  |   |  | CALLES CONTRACTOR CONTRACTOR | # 1 (a)                   |
| tours exceeding above usage will be billed at an 10% per hour of the da<br>quipment must be returned full of fuel. Fuel replacement charges billed |  |   |  |                              |                           |
| austomer. Equipment / accessories not returned or ruined will be charged until condition is remedied. Equipment that is returned in a condition    | ged at listed rates. Equipment re  | turned in a condition that prohibi                | ts us from renting to a  | another customer wil         | remain o                  |
| oublished rates included with this document.   |  |   |  |                              |                           |
| This rental equipment is accepted in perfect condition except  | The state of the s | CKNOWLEDGEMENTS  ibility to return in the same or | ndition. Only author   | orized operators m           | ay use thi                |
| equipmen   | t. Only properly licensed driv   | ers may drive the vehicle.                        |  |                              |                           |
| Equipment Released to:   | 11 200   |   | quipment Returned  | oy::                         |                           |
| Ose Margher 4/11/1/  | 11-25-09<br>Date   |   |  |                              | 2004                      |
| Print Name Signature   | Date   | Print Name  | Signa  | ture                         | Date                      |
| unther power   | 1-25-09  |   |  |                              |                           |
| Dynamic Rental Systems, LLC D  | Date   | Dynamic Re  | ental Systems, LL  | .C D                         | ate                       |

Notice to Lessee:
This lease is subject to contract
provisions printed on both sides
of this Contract Agreement.
Lessee is responsible for all damage to equipment, and must secure proper insurance as provided herein.



2920 E. X Street LaPorte, Texas 77571 ph: 281-842-RENT fax: 281-842-7369

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11060

| EQUIPMENT DESCRIPTION   | trac lank  | STA  | NRT DATE  | STOP   | ATE                       |
|---|--|--|---|--|---------------------------|
| Unit Number: FT539  |  | 11-2   | 25-09   |  |                           |
|   | GUSTOMERINFORI   | MATION   |   | April 1  |                           |
| 1965  | 11-25-09   | PO Number:   |   |  |                           |
| Ordered By  | Date Needed 1-25-09  | Location Used:   | Post 1  | Arthu  | 5,TX                      |
|   | AND SSORIES AND GO   | nsumables  | ica organiza uzaczny  | ALCONOMIC  | Albert St.                |
| Item Description  |  | Sales Order No.  | Number  | Unit Cost  | Total                     |
|   |  |  |   |  |                           |
| 500 BBL Pro   | ce Tank  |  |   |  |                           |
|   |  |  |   |  |                           |
| Mustal  |  |  |   |  |                           |
|   |  |  |   |  |                           |
|   |  |  |   |  |                           |
| Start Time O:00 End Time Start Time End Time Start Time End Time Driver End Time Find Time  |  |  |   |  |                           |
| JOB SITE / SHIP   | Manual Control of the |  | NOTED DAMAG   | Ee   |                           |
| JOB SITE / SHIP   | 10   |  | NOTED DAMAG   | ES   |                           |
|   |  |  |   |  |                           |
|   |  |  | -   |  |                           |
| •   |  |  |   | Williams   |                           |
|   |  |  | WWW-W-Week  | -,   |                           |
|   |  |  |   |  |                           |
|   |  |  | DECLU ATORY E   | ODMC   |                           |
| 0-1-4   |  |  | rn all DRS / regulato   | The state of the s | at return.                |
| Contact   |  |  | ill result in additiona   |  | vn below:                 |
| Phone   |  | DOT Cab Card   |   |  | \$ 25.00<br>\$ 10.00      |
|   |  | IFTA License Our Vehicle Insuran   | ce Card   |  | \$ 10.00<br>\$ 5.00       |
| Type of Application / Product   |  | Proof of DOT Inspe   |   |  | \$ 25.00                  |
|   |  | Emergency Contact  |   | -  | \$ 5.00                   |
| NOTES   |  | — Tank Certification, (<br>Entire Contents of E  |   |  | \$ 10.00<br>\$ 100.00     |
|   |  |  | n is kept in a binder   | and is in each   |                           |
|   | RENEAVAGREE  | MENU   |   |  |                           |
| Hours exceeding above usage will be billed at an 10% per hol<br>Equipment must be returned full of fuel. Fuel replacement ch<br>customer. Equipment / accessories not returned or ruined v<br>rent until condition is remedied. Equipment that is returned in<br>published rates included with this document. | narges billed \$5.00 per gallon if not returned will be charged at listed rates. Equipment re  | full of fuel. Equipment must le<br>eturned in a condition that pro-<br>to another customer can be re | pe returned in a condition<br>hibits us from renting to a<br>medied by the the rental | to be rented to the<br>mother customer v   | ne next<br>vill remain on |
| This rental equipment is accepted in perfect condition  | on except where noted. It is my respons  | sibility to return in the same   |   | rized operators i  | may use this              |
| Equipment Released to:  | equipment. Only properly licensed driv   | ers may drive the vehicle.   | Equipment Returned  | by::   |                           |
|   |  |  |   |  |                           |
| Milhy MM Mac  | 11-25-19   | Print Name   | Signal  | ture   | Date                      |
| Dynamic Rental Systems, LLC   | Date   | Dynamic  | Rental Systems, LL  | C I  | Date                      |

Notice to Le. See: This lease is subject to contract provisions printed on both sides of this Contract Agreement. Lessee is responsible for all damage to equipment, and must secure prope insurance as provided herein.



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09936

#### **EQUIPMENT DESCRIPTION**

Frac TANK Unit Number: IT- 575

| JOHN SEMENTER  |   |   | and the second second second                            |  |
|--|---|---|---|--|
|  | IVATION STATES  | <b>"我们是一个人的人,我们</b>   | CENTER OF THE   |  |
| CES 1-16-10  | The second second second  | SEASON ASSESSMENT OF A TRACT  | CANCELL SOLVENS AND | 1 2 COLD 11  |
|  | PO Number:  | 0   |   | -  |
| Customer / - Pale Needed   | Location Used:  | 1.55 YEB  | of Gring  | s Rd   |
| Ordered By Date  |   |   | - ,,  |  |
|  | NSUMABLES DEPRESANDA  |   |   | 12/11/19   |
| em Description   | Sales Order No.   | Number  | Unit Cost   | Total  |
| Rental   |   | 1   |   |  |
| IXEIT FC.  | +   |   |   | -  |
| FAD ALL TO   |   | -   |   |  |
| 500 BBL Frac Tank  |   |   |   |  |
|  |   |   |   |  |
| Deliver FRACTANK to CES  |   |   |   |  |
|  |   |   |   |  |
|  |   |   |   |  |
|  |   |   |   |  |
|  |   |   |   |  |
| elivery/ Pick up / ES  |   | -   |   |  |
|  |   |   |   |  |
| Dickup Haul  |   |   |   |  |
| tart Time End Time   |   |   |   |  |
|  |   |   |   |  |
| Driver K. MSNEAL SR Unit Number WT- 5172   |   |   |   |  |
|  |   |   | 2020  | L  |
| JOB SITE / SHIP TO   | CI  | LEANING CHA   | RGES  |  |
|  |   |   |   |  |
|  | These rates will be st  | arged if the rent   | al customer wa  | nte DRS  |
|  | These rates will be ch  |   |   |  |
|  |   | narged if the rent<br>sipment to "ready   |   |  |
|  | return the equ  |   |   | tion:  |
| •  | return the equ  |   |   | tion:  |
|  | Interior Exterior wash  |   | y to rent" condit                                       | \$ 75.<br>\$ 150.  |
|  | Interior Exterior wash Heavy duty cleaning  | ipment to "ready  | y to rent" condit                                       | \$ 75.<br>\$ 150.<br>st plus 20  |
| •  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo  | ipment to "ready  | to rent" condit   | \$ 75.<br>\$ 150.<br>st plus 20<br>st plus 20  |
| •  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo  | sal   | cos<br>Cos<br>Cos                                       | \$ 75.<br>\$ 150.<br>st plus 20<br>st plus 20  |
| •  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo  | sal   | Cos<br>Cos<br>Cos<br>FORMS                              | \$ 75.<br>\$ 150.<br>st plus 20<br>st plus 20<br>st plus 20  |
| Contact  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *RI Lessee must return   | sal  EGULATORY F all DRS / regula   | Cos Cos Cos FORMS tory paperwork                        | \$ 75.<br>\$ 150.<br>st plus 20<br>st plus 20<br>st plus 20  |
| Dalues FRACTANK to CES  Verty Pick up  It Time   11:45A   End Time   Pickup   Pickup | Interior Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *RI Lessee must return Failure to do so will   | sal  EGULATORY F all DRS / regula   | Cos Cos Cos FORMS tory paperwork                        | \$ 75.<br>\$ 150.<br>st plus 20<br>st plus 20<br>st plus 20<br>at return   |
| Contact  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *RI Lessee must return Failure to do so will DOT Cab Card  | sal  EGULATORY F all DRS / regula   | Cos Cos Cos FORMS tory paperwork                        | \$ 75.<br>\$ 150<br>st plus 20<br>st plus 20 |
|  | return the equ  Interior  Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting  *RI  Lessee must return Failure to do so will  DOT Cab Card  IFTA License  | isal  EGULATORY F all DRS / regula result in addition   | Cos Cos Cos FORMS tory paperwork                        | \$ 75.<br>\$ 150<br>st plus 20<br>st plus 20<br>st plus 20<br>at return<br>own below<br>\$ 25<br>\$ 10                           |
| Phone  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *RI Lessee must return Failure to do so will DOT Cab Card IFTA License Our Vehicle Insurance   | isal  EGULATORY F all DRS / regula result in addition e Card  | Cos Cos Cos FORMS tory paperwork                        | \$ 75<br>\$ 150<br>st plus 2<br>st plus 2<br>st plus 2<br>at return<br>wwn belov<br>\$ 25<br>\$ 10<br>\$ 5                       |
|  | Interior Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *RI Lessee must return Failure to do so will DOT Cab Card IFTA License Our Vehicle Insuranc Proof of DOT Inspect   | sal  EGULATORY F all DRS / regula result in addition e Card ion                                     | Cos Cos Cos FORMS tory paperwork                        | \$ 75<br>\$ 150<br>st plus 2<br>st plus 2<br>st plus 2<br>st plus 2<br>at return<br>own belov<br>\$ 25<br>\$ 10<br>\$ 5          |
| Phone  | return the equ  Interior  Exterior wash  Heavy duty cleaning  Tank wash and dispo  Hydroblasting  *RI  Lessee must return Failure to do so will  DOT Cab Card  IFTA License  Our Vehicle Insuranc  Proof of DOT Inspect  Emergency Contact I                          | EGULATORY F<br>all DRS / regula<br>result in addition<br>e Card<br>ion<br>nformation                | Cos Cos Cos FORMS tory paperwork                        | \$ 75<br>\$ 150<br>st plus 2<br>st plus 2<br>st plus 2<br>at return<br>wwn belov<br>\$ 25<br>\$ 10<br>\$ 5<br>\$ 25              |
| Phone  Type of Application / Product   | Interior Exterior wash Heavy duty cleaning Tank wash and dispo Hydroblasting *RI Lessee must return Failure to do so will DOT Cab Card IFTA License Our Vehicle Insuranc Proof of DOT Inspect   | EGULATORY F<br>all DRS / regula<br>result in addition<br>e Card<br>ion<br>nformation<br>applicable) | Cos<br>Cos<br>Cos<br>FORMS<br>tory paperwork            | \$ 75.<br>\$ 150<br>st plus 20<br>st plus 20<br>st plus 20<br>at return<br>own belov<br>\$ 25<br>\$ 10<br>\$ 5<br>\$ 25<br>\$ 10 |
| Phone  | return the equ  Interior  Exterior wash  Heavy duty cleaning  Tank wash and dispo  Hydroblasting  *RI  Lessee must return Failure to do so will  DOT Cab Card  IFTA License  Our Vehicle Insuranc  Proof of DOT Inspect  Emergency Contact I  Tank Certification, (if | e Card ion applicable) ander and Binder and Binder  | Cos Cos Cos FORMS tory paperwork hal charges sho        | \$ 75. \$ 150. \$ 150. \$t plus 20 \$t plus 20 \$t at return \$ 25. \$ 10. \$ 5. \$ 25. \$ 10. \$ 100.                           |

Notice to Lessee:
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fax: 281-842-7369 www.dynamicrentalsystems.com

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|              | 1/- | 160 | 11 |
|--------------|-----|-----|----|
| Unit Number: | 1   | 10' | 14 |

| nk | START DATE | STOP DATE |  |
|----|------------|-----------|--|
|    | 11-25-09   |           |  |

| Unit Number: FT50  | 4  | 11-  | 11-25-09   |  |  |  |
|--|--|--|--|--|--|--|
| Stylomer U<br>Ordered By   | CUSTOMER INI   | PO Number: DO Location Used:   | Port 1   | Arthur,  |  |  |
| Item Description   | ACCESSORIES AND  | CONSUMABLES Sales Order No.  | 11.  | nit Cost Total   |  |  |
| tem Description  |  | Sales Order No.  | Number U   | nit Cost Total   |  |  |
| 500 B  | Bt Frac To   | nK .   |  |  |  |  |
| Rental   |  |  |  |  |  |  |
| Start Time End Time Start Time End Time End Time   | Delivery Respo   | pt .   |  |  |  |  |
| DriverUnit   | Number   |  |  |  |  |  |
| *  |  |  |  |  |  |  |
|  |  | *  | REGULATORY FOR   | MS   |  |  |
| Contact  |  |  | Lessee must return all DRS / regulatory paperwork at return. Failure to do so will result in additional charges shown below:   |  |  |  |
| DI-  |  | DOT Cab Card   |  | \$ 25.00   |  |  |
| rnone  |  | IFTA License   | an Cond  | \$ 10.00<br>\$ 5.00  |  |  |
| Type of Application / Product  | <del></del>  | The second secon |  | \$ 25.00   |  |  |
| 17FO OF APPRICATION F TOUGH  |  |  |  | \$ 5.00  |  |  |
| NOTES  |  | Tank Certification, (  |  | \$ 10.00   |  |  |
| NOTES  |  | Entire Contents of E   | Provide the season of the control of | \$ 100.00  |  |  |
|  |  |  | n is kept in a binder and  | is in each truck.***   |  |  |
| Phone  Type of Application / Product  NOTES  Hours exceeding above usage will be billed at an 1 Equipment must be returned full of fuel. Fuel replicustomer. Equipment / accessories not returned rent until condition is remedied. Equipment that is published rates included with this document. | acement charges billed \$5.00 per gallon if not rel<br>or ruined will be charged at listed rates. Equipm | IFTA License Our Vehicle Insuran Proof of DOT Inspection Emergency Contact Tank Certification, ( Entire Contents of E ***This information REEMENT s do not include applicable taxes, fue turned full of fuel. Equipment must be the terturned in a condition that prohenting to another customer can be re-  | f ir   | ion information applicable) inder and Binder is kept in a binder and irransporation, cleaning or direturned in a condition to be ts us from renting to anoth |  |  |
| This rental equipment is accepted in perfe   | ct condition except where noted. It is my re<br>equipment. Only properly license                         | sponsibility to return in the same   |  | d operators may use thi  |  |  |
| Equipment Relea  |  |  | Equipment Returned by::  |  |  |  |
| Print Name  And Mony   | Signature Date  NOWN 11-25-0   | Print Name   | Signature  | Date   |  |  |
| Dynamic Rental Systems, LLC  | Date   | Dynamic  | Rental Systems, LLC  | Date   |  |  |

- 1. Lessee agrees to pay Lessor, at Lessor's stated place of business, all rentals stipulated on the face hereof as invoiced to Lessee from time to time by Lessor. All such invoices shall be paid promptly by Lessee, but in no event shall payment be delayed more than 30 days after Lessor's Invoice. Time is of the essence for purposes of this section 3.
- 2. The Lease contains the full, entire and complete understanding of the parties concerning the subject matter hereof. No amendment or addition to this lease shall be made except in writing endorsed by both parties.
- 3. The Leased Equipment shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall not acquire any title or property rights in or to the Leased Equipment, expect the right to use and possess the Leased Equipment so long as, but only so long as Lessee shall not be in default of this Lease. Lessee shall keep the Leased Equipment from any and all liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Leased Equipment may be encumbered or impaired. Lessor and Lessee expressly agree that in the event any of the Leased Equipment is now, or may hereafter be, subject to any security interest therein created by the Lessor, Lessee's rights hereunder in and to the Leased Equipment are and shall be subordinate to any such security interest. Lessee expressly agrees that the Leased Equipment will be permanently housed for the duration of this Lease only at its address as indicated on the face hereof. Lessee will notify Lessor in writing of any change in the location of the Leased Equipment, expect temporary changed in location in the normal course of Lessee's business. The Lessor reserved the right to enter upon Lessee's premises at any and all times during normal business hours for the purpose of inspecting and / or retrieving the Leased Equipment. Lessee will immediately give Lessor written notice at any attachment or other judicial process which affects or may affect the Leased Equipment.
- 4. Lessee shall, during the term of this Lease, maintain and purchase at its sole cost and expense, one or more policies of insurance, placed with reputable companies satisfactory to Lessor, insuring Lessee and Lessor as primary coverage, in accordance with their respective interests and naming Lessor as an Additional Insured / Coinsured as follows: (I)bodily injury (including death) and general liability (including property damage), \$1,000,000 per person and \$1,000,000 per occurrence: (I)theft or damage to the Leased Equipment, the replacement value of such (not to exceed \_\_\_\_\_\_). Lessee shall notify Lessor within 48 hours of any damage or repairs to the Leased Equipment in excess of \$250.00 and shall forward to Lessor a written report of such within 10 business days. If during the term of this Lease any item of Leased Equipment is stolen or missing and is not recovered within 90 days, or is damaged by accident or otherwise to such an extent that it cannot be restored to good working order and / or condition, then Lessee shall promptly pay Lessor the replacement value of such item(s) of Leased Equipment. Failure by Lessee to perform under this section 6 shall be deemed a material breach of this Lease.
- 5. Lessee shall be solely responsible for and agrees to promptly pay when due in addition to rent, all sales, use excise or other taxes, charges and levies (excepting only federal income taxes on Lessor's rent received), for which Lessee is or becomes liable, or which Lessor would otherwise have been liable in the absence of this section 7, arising under or out of this Lease or payment made pursuant hereto.
- 6. Lessee shall not assign this Lease or sublease any of the Lease Equipment without the express written consent of Lessor. Lessor may, without notice to Lessee, pledge, transfer, or assign its rights under the Lease or to any of the Leased Equipment, including but not limited to rents received or to be received from Lessee. Lessee's rights shall be deemed subordinate to the rights of any such assignee, pledgee, or transferee, their agents, trustees, of other holders in the event of a default by Lessor. Lessee agrees that it will place or affix labels, plates, or other markings supplies by Lessor in the Leased Equipment upon request.
- 7. Lessee expressly warrants and agrees:
  - (a) to use the Lease Equipment in a careful and prudent manner and only in accordance with the commodities, weights, and limitations set forth on the face hereof;
- (b) to use the Leased Equipment only in the usual course of its business; it is stipulated that Lessee, its agents, employees, and contractors are familiar with the Leased Equipment can provide proper maintenance and operation of the same in all particulars, and will take all necessary and prudent measures to protect the health and safety of all those who may come in contact with the Leased Equipment,
- (c) that it is familiar with and will comply with all federal, state, and local laws, rules, ordinances, and regulations in anyway related to the possession, use, or maintenance of the Leased Equipment; Lessees is solely liable for the payment of all fines, penalties and charges related to its operation, maintenance and use of the Leased Equipment.
- (d) to maintain the Leased Equipment in good and efficient working order, condition, and repair; reasonable wear and tear alone excepted. It applicable, Lessee will maintain and replace tires with a least tires comparable to those received when the Leased Equipment was first delivered to it. Lessor reserves the right to undertake repairs, maintenance, or replacement for or on the behalf of Lessee in the event Lessee fails to do so, in which event, Lessee shall be fully liable for all such costs; and,
- (e) not to make alterations, changes or improvement to the Leased Equipment without the advances written consent of Lessor; any such alterations, changes, or improvements shall be deemed, at Lessor's sole discretion to its full and exclusive property.
- 8. Lessee shall return all leased Equipment in a clean and neat condition (interior and exterior) and free from all foreign matter, or pay the Lessor all costs of cleaning the same and of waste disposal. Should Lessees undertake cleaning, it shall supply to Lessor upon request copies of all documentation concerning the disposal of wastes, waste products, hazardous or noxious substances, and the disposition of same, which cleaning and disposition shall be in accordance with all applicable federal, state and local laws rules and ordinances.
- 9. Unless otherwise expressly provided herein, Lessee agrees to assume all risks related to this Lease and the Leased Equipment. Accordingly, it is stipulated and agreed that;
- (a) Lessee has been given the right to inspect all of the Leased equipment prior to entering into this Lease and has done so; all exceptions are noted on the face hereof, Lessee acknowledges the Leased Equipment to be in good repair and condition and is satisfied with such. Accordingly, Lessee accepts all of the Leased Equipment AS IS and WITHALL FAULTS; and
- (b) Lessor warrants peaceful possession and use of the Leased Equipment so long as Lessee is in full compliance with its duties and obligations under this Lease. Lessor shall extend to Lessee all vendor's warranties and guarantees, if any accompanying the Lease Equipment, but makes no further assurances or warranties and assumes absolutely no responsibility or obligation for maintenance or operation of the Leased Equipment hereby demised to Lessee, nor for any cargo stored or transported by Lessee in or on the Leased Equipment or damage to same, whether of Lessee or of any third-party.
- (c) Lessor shall never be liable or responsible for any damaged or claims whatsoever, arising our of the operation, maintenance, or use of any of the Leased Equipment regardless as to the cause including but not limited to failure of the Leased Equipment to properly operate the condition of the Leased Equipment cargo or damage to cargo or mixing of cargoes, whether by cleaning solvents, cleaning process, adulteration, or otherwise; vacuum or pressure damage, tilting or imbalance of loads; improper loading or overloading, injury to person or property; or any other direct, indirect, incidental, or consequential damages or losses to Lessee or to third parties arising out of this Lease. Lessee expressly agrees to save, defend and hold Lessor, its officers, directors, agents, employees, contractors, and assigns harmless from and against any and all manner of such claims, including but not limited to reasonable attorneys fees.
  - (d) The rental rates provided on the face hereof would be much greater, but for Lessee's assent to the provisions of this Section 11.
- (e) EXCEPT AS EXPRESSLY PROVIDED FOR IN PARAGRAPH "b" OF THIS SECTION 11, LESSOR MAKES ABSOLUTELY NO WARRANTIES, REPRESENTATIONS, OR GUARANTEED WHATSOEVER, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - (f) Lessor may rely upon and intends to so rely on Lessee's promise, stipulations, representations, and agreements contained in the Section 11.
- 10. In addition the the expiration of the normal Lease term, Lessor may at its option immediately terminate this Lease.
  - (a) upon, Lessee's failure to timely pay any rents due, or
  - (b) upon, Lessee's failure to correct any other default in its performance under this Lease after 10 days notice of such default or defect be Lessor to Lessee; or
- (c) upon, Lessee's insolvency, bankruptcy, (voluntary or involuntary), receivership, assignment for the benefit of creditors, death, dissolution, in the event Lessee suffers or permits and lien or charge on or against the Leased Equipment, or in the event Lessor has reasonable grounds for believing that Lessee will be unable to perform, now or in the future, under this Lease.

The option to terminate reserved to Lessor hereinabove is not exclusive, Lessor retains the right to pursue in addition thereto any and all other rights or remedies it may possess whether at law or in equity. The waiver of forbearance by Lessor of any of its rights or remedies under this Lease, shall never be construed to be a waiver of such rights or remedies. Lessee hereby waives its right of set - off in any present or future claims against any amounts due Lessor under this Lease.

- 11. (a) Upon the expiration or earlier termination of this Lease, Lessee shall forth with return all Lease Equipment to Lessor's office as stated on the face hereof, clean and in good order and condition, reasonable wear and tear excepted. All transportation charges to Lessor shall be solely bome by Lessee.
- (b) Should any item of Leased Equipment not be returned to Lessor within 10 days from expiration or termination of this Lease, then (i) Lessor may permit Lessee to use such Leased Equipment upon the same terms as provided for in this Lease, provided however that additional rents paid to or demanded by Lessor shall not operate as an automatic of this Lease, or (ii) Lessee expressly authorizes the Lessor to enter upon any premises where the Leased Equipment may be housed and reclaim and remove the same. All costs of reclaiming, removal and transportation of such Lease Equipment shall be bome solely be Lessee. Any claim by Lessee that such reclaimed and recovered items of Leased Equipment contains property of Lessee shall be maked to Lessor within 24 hours of Lessor's recovery, or such claim shall forever waived. Lessor's right under this Section 13 are not exclusive and are in addition to any other rights or remedies which Lessor may posses at law or in equity.
  - (c) Lessee's sole and exclusive remedy under this Lease shall be a return of monies paid to Lessor hereunder without interest.
- 12. THE LEASE SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. THE PARTIES FURTHER STIPULATED AND AGREE THAT THIS LEASE IS WHOLLY PERFORMABLE IN HARRIS COUNTY, TEXAS AND THAT VENUE SHALL LIE IN THE COURTS OF HARRIS COUNTY.
- 13. This Lease may be executed in counterpart's equal dignity.
- 14. The parties agree to take all further steps, sign and execute any other documents or agreements and do all other things reasonable or necessary to implement the terms of this Lease and each party agrees to retrain from any action or activity which would hinder the performance of the other party hereunder.